From: null at spack.org
To: Microsoft ATR
Date: 1/23/02 12:59pm
Subject: Microsoft Settlement

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To Whom it May Concern,
      I am writing this as a technically aware consumer opposed the proposed settlement with Microsoft. Having read the settlement, I see numerous problems.

      - as was the case with the 1994 consent decree, the "products" and terms are defined so specifically that Microsoft could easily change a product name, or in the case of IE change it's versioning schema, and completely and totally bypass any restrictions this settlement seeks to enforce.

      - the requirements for Microsoft's release of documentation is entirely in favor of Microsoft. Should they choose to make a change to the documentation days before the deadline for release to ISV's, they can then exclude any ISV that doesn't meet the new requirements. How is that helpful to ISV's? Microsoft has shown in the past (see Caldera vs Microsoft) that they will "hobble" or otherwise change their product to "break" a competing ISV's product.

      - Microsoft's new licensing agreements with Enterprise customers require them to
      A) pay a yearly license fee for all of their desktops, running Windows or not, or
      B) agree that in exchange for discounts on selected products, they will not use, or even test, *any* competing products. This is especially harmful for businesses that are outgrowing Microsoft's SQL Server product. Or,
      C) pay full price for every desktop, running windows or not, when they choose to upgrade. There is no longer upgrade pricing separate from this "New and Improved" licensing program from Microsoft.

      In the interest of brevity, I will stop here. I could easily go on for several more pages, however. The main problem I have with the proposed settlement is that, again, Microsoft has managed to skew language to their benefit, get sections watered down for their benefit, and otherwise change the settlement for the purpose of expanding their monopoly into areas not specifically covered by the agreement.

Thank you for your time,
Joel C. Sadler
303.568.0899

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joel sadler - null@spack.org - gpg keyid: 0x3736B612
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